OFFEROR SUBMISSION PACKAGE

SOLICITATION SP0600-99-B-2002

THIS SOLICITATION COVERS ORDERING PERIOD: Date of Award through 31 Jul 2002

INSTRUCTIONS:

1. The original and one copy of the Offeror Submission package must be returned to the address:

ATTN: Bid Custodian, Room 3729 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Ft. Belvoir VA 22060-6222

2.	All	documents to be completed and returned are contained in this Offeror Submission Package:
	Χ	_Standard Form 1449, Solicitation/Contract/Order for Commercial Items
	Χ	_All applicable fill-in clauses
	Χ	Price Data Sheet upon which you will submit your bid prices as follows:
		X FOB Destination Bids Only (SDB) DESC Form 2.16 X FOB Destination Bids For HUDZONE (SBC) DESC Form 2.16C

3. For this Solicitation, SP0600-99-B-2002, Facsimile Submission of Bids are NOT acceptable.

FOB Destination Bids Only DESC Form 2.18

- 4. Be sure to proofread all offer prices submitted. They must be in actual dollars per gallon (e.g. \$0.00000). NOT price differentials. Offer one price per line item which will escalate/deescalate with the named index.
- Be sure to check your bids for accuracy and legibility prior to submission. Initial all changes, sign and date the Standard Form 1449.
- 6. Base Reference Prices for 15 March 1999 can be found attached to this Offeror Submission Package.

SOLCITATION/CO OFFEROR TO			1. REQUISITION NUMBER SC0600-99-0303 & 0304						PAGE 1 OF 20									
2. CONTRACT NUMB								5. SOLIC	ITATION	NUMBER	6. SC	DLICITATION	ON ISSUE DATE					
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Sherry Wilson 703-767-9529 Dianne Lyles 703-767-9540								FAX:		/9529/953 767-85 0	rort belyon, v A							
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C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JUL 1999)

Fill out the following if applicable. I	For full text of clause see Page	<u>59</u> of Solicitation.
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	R WILL NOT BE PERMITTED TO SUPPLY PRODUCT CONTAINING USED OIL UNLESS (1) IT
	TS OFFER THAT PRODUCT WOULD CONTAIN USED OIL, AND (2) THE SUPPLY OF PRODUCT SED OIL IS APPROVED BY THE CONTRACTING OFFICER PRIOR TO AWARD.
CONTAINING O	SED OIL IS ATTROVED BY THE CONTRACTING OFFICER TRIOR TO AWARD.
[]	The offeror represents that it will provide certified test reports with associated QC documents validating EPA
	contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all
	under the line items identified above to
	ATTN: DESC-BPE ROOM 2954
	DEFENSE ENERGY SUPPORT CENTER
	8725 JOHN J KINGMAN ROAD SUITE 4950
	FORT BELVOIR VA 22060-6222
	Offeror's EPA Identification Number:
	(DESC 52.246-9FW5)
	PORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES
	COAL) (DESC APR 1998)
	Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate
	into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays
-	ernment. A minimum of one hour free time is required.
	(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess
of one hour:	
	(2) Rate for detention beyond free time:
	The above will not be considered in the evaluation of offers for award.
	Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the
	that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the
Government will r	not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor
normally charges i	its regular commercial customers, whichever is lower.
	OR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.
	DETENTION COSTS . Detention costs <u>do</u> <u>not</u> apply to tank wagon or to multiple drop transport truck or
truck and trailer de	eliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for

(DESC 52.247-9FK1)

detention costs will be forwarded directly to the activity receiving the product.

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (Domestic and Overseas) (DESC NOV 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION and PAYMENT BY ELECTRONIC FUNDS TRANSFER -CENTRAL CONTRACTOR REGISTRATION clauses.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

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(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

OSP-3

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS CORPORATE TRADE EXCHANGE (DESC NOV 1999) (a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. (DO NOT EXCEED 29 CHARACTERS) (DO NOT EXCEED 20 CHARACTERS) AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: | | | | | | | | | ACCOUNT TYPE CODE: (Contractor to designate one) [] CHECKING TYPE 22 [] SAVINGS TYPE 32 RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: | | | | | | (DO NOT EXCEED 15 CHARACTERS) (DO NOT EXCEED 25 CHARACTERS) STREET ADDRESS: | | | | | | (DO NOT EXCEED 25 CHARACTERS) CITY AND STATE: | | | | | | (DO NOT EXCEED 25 CHARACTERS) NOTE: Additional information may be entered in EITHER paragraph (c) OR paragraph (d) below. Total space available for information entered in (c) **OR** (d) is 153 characters. (b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA: (DO NOT EXCEED 153 CHARACTERS) OR G9.07 Cont'd (c) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S OFFICIAL SUBMITTING ELECTRONIC FUNDS TRASFER INFORMATION

- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.
 - (f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

SIGNATURE:

- (1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.
- (2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.
- (3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.
 - (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

1238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE**.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be

I238.02 Cont'd

calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (c) **WAIVER OF EVALUATION PREFERENCE**. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - [] Offer elects to waive the evaluation preference.
- (d) **AGREEMENT**. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

THE FOLLOWING CLAUSE APPLIES ONLY TO <u>FEDERAL CIVIL ITEMS</u> CONTAINED IN THE <u>NON-SET-ASIDE PORTION</u> OF THIS ACQUISITION.

1240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) (OCT 1998)

(a) **DEFINITIONS.** As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
 - (3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20.U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) EVALUATION ADJUSTMENT.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) For DoD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see Section 25.402 of the Federal Acquisition Regulation (FAR));
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
- (v) For DoD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The factor shall be applied on a line item basis or to any group of items which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) **WAIVER OF EVALUATION ADJUSTMENT.** A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waiver the adjustment.
 - [] Offeror elects to waive the adjustment.

(d) AGREEMENTS.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
- $(i) \ \ Services, except \ construction, at least 50 \ percent \ of the \ cost \ of \ personnel \ for \ contract \ personnel \ will be \ spent \ for \ employees \ of the \ concern;$
- (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-23/Alt I)

K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D) (DESC FEB 1999) SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

- (a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.
- (1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that <u>all</u> end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

K1.01-7 Cont'd

- (2) To be eligible for the HSB preference, the representation in (c)(2) below must state that <u>all</u> end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.
- (b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in any of these programs.
- (c) (1) SBSA/SDB PEA REPRESENTATION. The small business concern represents as part of its offer that
 [] all

 [] not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) HSB REPRESENTATIONS. The small business concern represents as part of its offer that—[] all[] not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (JUN 1999/OCT 1998/JAN 1999)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
 - (3) Women-owned small business concern means a small business concern-
- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.
- (4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).
[] TIN:
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have
income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business
or a fiscal paying agent in the U.S.
[] Offeror is an agency or instrumentality of a foreign government;
[] Offeror is an agency or instrumentality of a Federal, state, or local government;
Other. State basis.
(4) TYPE OF ORGANIZATION.
[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other:
(5) COMMON PARENT.
[] Offeror is not owned or controlled by a common parent.
[] Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract is to be performed inside the
United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.
Check all that apply.
(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it-
[] is
[] is not
a small business concern.
(2) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented
itself as a small business concern in paragraph $(c)(1)$ of this provision.) The offeror represents, for general statistical purposes that it
[] is
[] is not
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

[] is [] is not						
a women-owned small business concern.						
NOTE: Complete paragraphs $(c)(4)$ and $(c)(5)$ only if the acquisition threshold.	is solicitation is expected to exceed the simplified					
(4) WOMEN-OWNED BUSINESS CONCERN (OTHER (Complete only if the offeror is a women-owned business concern and did a paragraph (c)(1) of this provision.) The offeror represents that it -						
[] is						
a woman owned business concern.						
(5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price. (6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.) (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it						
[] is [] is not						
an emerging small business.						
 (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows: (A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or (B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). 						
(Check one of the following:)						
NUMBER of EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES					
[] 50 or fewer [] 51 - 100 [] 101 - 250 [] 251 - 500 [] 501 - 750 [] 751 - 1,000 [] Over 1,000	[] \$1 million or less [] \$1,000,001 - \$2 million [] \$2,000,001 - \$3.5 million [] \$3,500,001 - \$5 million [] \$5,000,001 - \$10 million [] \$10,000,001 - \$17 million [] Over \$17 million					

EVALUATION AI SMALL DISADVA	OJUS NTA the o	STM AGE offer GE	elete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE ENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, D BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND or desires a benefit based on its disadvantaged status.) NERAL. The offeror represents that either It
			[] is [] is not
Administration, and where the concern is	that i	entati no m ned b	ified by the Small Business Administration as a small disadvantaged business concern and is listed, ion, on the register of small disadvantaged business concerns maintained by the Small Business laterial change in disadvantaged ownership and control has occurred since its certification, and, y one or more individuals claiming disadvantaged status, the net worth of each individual upon ad does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR
		(B)	It
			[] has [] has not
is pending, and that DISADVANTAGE complies with the re accurate for the small	no m (ii) D BU quire ll dis	vanta ateria JOI USIN emen adva	mitted a completed application to the Small Business Administration or a Private Certifier to be aged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application all change in disadvantaged ownership and control has occurred since its application was submitted. INT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL IESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that its in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is ntaged business concern that is participating in the joint venture. The offeror shall enter the name of these concern that is participating in the joint venture:
			olete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) tegory in which its ownership falls:
]]	Black American
	[]	Hispanic American
	[]	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Singapore,	[]	Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia,
			Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam,
Samoa,			Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Bangladesh,	[]	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan,
Dangiadesii,			Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

solicitation; and

	[] Individual/concern, other than one of the preceding.
(9	9) HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a
small business cond	cern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that-
	(i) It
	[] is
	[] is not
	a HUBZone small business concern listed, on the date of this representation, on the List of Qualified
HUBZone Small Bu	usiness Concerns Maintained by the Small Business Administration, and no material change in ownership and
	ace of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business
Administration in a	ccordance with 13 CFR Part 126; and
	(ii) It
	[] is [] is not
	a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph
	vision is accurate for the HUBZone small business concern or concerns that are participating on the joint or shall enter the name or names of the HUBZone small business concern or concerns that are participating in
	of share effect the name of names of the 110 bzone small business concern of concerns that are participating in
	·
	UBZone small business concern participating in the joint venture shall submit a separate signed copy of
the HUBZone repr	esentation.
(d) (CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF
EXECUTIVE ORI	
(PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that It
	4
	[] has
	[] has not
	participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this

K1.01-10 Cont'd

(ii) It	
[] has [] has not	
filed all required compliance reports.	
(2) AFFIRMATIVE ACTION COMPLIANCE. The	e offeror represents that
[] has developed and has on file[] has not developed and does not have on fil	e
at each establishment, affirmative action programs r Labor (41 CFR Subparts 60-1 and 60-2), or	equired by rules and regulations of the Secretary of
(ii) It	
[] has not previously had contracts subject to the rules and regulations of the Secretary of Labor.	the written affirmative action programs requirement of
(as defined in the BUY AMERICAN ACT AND BALANCE OF PAYME (ii) Components of unknown origin are considered to the United States or a qualifying country. (2) The offeror must identify and certify all end productions.	we been paid or will be paid to any person for y, a Member of Congress, an officer or employee of connection with the award of any resultant contract. BALANCE OF PAYMENTS PROGRAM E AGREEMENTS ACT, is incorporated by In subparagraph (2) below, is a domestic end product NTS PROGRAM clause of this solicitation); and to have been mined, produced, or manufactured outside
(Insert line item no.)	
(ii) The offeror certifies that the following supplies	are qualifying country end products:
(Insert line item no.)	(Insert country of origin)
(iii) The offeror certifies that the following supplies	are qualify as designated country end products:
(Insert line item no.) (iv)The offeror certifies that the following supplies q	(Insert country of origin) ualify as Caribbean Basin country end products: P-13

K1.01-10 Cont'd

(Insert line item no.)	(Insert country of origin)
(v) The offeror certifies that	the following supplies qualify as NAFTA country end products:
(Insert line item no.)	(Insert country of origin)
(vi) The offeror certifies that	t the following supplies are other nondesignated country end products:
(Insert line item no.)	(Insert country of origin)
	(LIST AS NECESSARY)
designated country end products, NAFTA country products. (g) BUY AMERICAN ACT - NO. IMPLEMENTATION ACT - BALANCE OF PA 252.225-7036, NORTH AMERICAN FREE TR. incorporated by reference in this solicitation.) (1) The offeror certifies that— (i) Each end product, except (as defined in the BUY AMERICAN ACT AND B (ii) Components of unknown the United States or a qualifying country. (2) The offeror must identify an	giving preference to U.Smade end products, qualifying country end products end products, and Caribbean Basin country end products over other end RTH AMERICAN FREE TRADE AGREEMENT (NAFTA) AYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause ADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is t the end products listed in subparagraph (2) below, is a domestic end product ALANCE OF PAYMENTS PROGRAM clause of this solicitation); and a origin are considered to have been mined, produced, or manufactured outside ad certify all end products that are not domestic end products. the following supplies qualify as "U.Smade end products," but do not meet
(Insert line item number)	-)
(ii) The offeror certifies that	the following supplies are qualifying country (except Canada) end products:
(Insert line item number)	(Insert country of origin)
(iii) The offeror certifies that	the following supplies qualify as NAFTA country end products:
(Insert line item number)	(Insert country of origin)
(iv) The offeror certifies that	the following supplies are other non-NAFTA country end products:
(Insert line item number)	(Insert country of origin)

(LIST AS NECESSARY) **OSP-14**

K1.01-10 Cont'd

- (3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.
- $(h) \ \ CERTIFICATION \ REGARDING \ DEBARMENT, SUSPENSION \ OR \ INELIGIBILITY \ FOR \ AWARD \ (EXECUTIVE \ ORDER 12549).$

The offeror certifies, to the best of its knowledge and belief, that--

1110 0	
(1) T	he offeror and/or any of its principals
] [] are] are not
preser Federal agency, and	ntly debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any
. , -] Have or] Have not,
for: commission of fraudor local government com	a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them d or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state tract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or ment, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, erty; and
] [] are or] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alts I/III)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

- (a) **DEFINITIONS.** As used in this clause--
- (1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--
 - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K2.01 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1998)

(a) **GENERAL.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

K2.01 Cont'd

(I-)	DED	DECL	A CENTARS	TIONS
(h)	REP	KHNI	ťΝΤΑ	

- (1) **GENERAL.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-
 (i) [] It has received certification by the Small Business Administration as a small disadvantaged
- (i) [] It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification.
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or
- (ii) [] It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements of 13 CFR 124.1002(f) and that the representations in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(c) **PENALTIES AND REMEDIES.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act. (FAR 52.219-22)

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)

(a) FACSIMILE INVOICING.

- (1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.
 - (2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

- (3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.
- (4) RETURN OF INVOICES BY THE PAYING OFFICE.
- (i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.
 - (ii) The offeror's FAX number for returning improper invoices is-

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2)	The	e offeror	shall indic	ate	whether	it intends	to submit	electronic	invoices	via EDI.
	[]	YES		[l NO					

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
 - (3) **Significant interest**, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE**.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

- (a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.
- (b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.
- (c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number	State(s) in which transporte
of Transportation Company	is authorized to operate

(DESC 52.247-9F60)

		E DATA SHEET SPO600-99 STINATION ITEMS ONLY	9-B-2002					
COMPANY NAME: BASE REFERENCE DATE (SEE CLAUSE B19.19): 15 Mar 1999								
BIDDER COD	E:	CAGE CODE:						
 Offer prices should exclude Federal excise and state motor fuel taxes. (See Clauses I28.01, I28.02-2, and I28.03-2.) DO NOT INCLUDE the Hazardous Substance Superfund Tax (\$.0023 per gallon) in your bid price. This tax expired on January 1, 1996. Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive. Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period. 								
		AGE FOR OFFER SUBMISSION.						
****	PLEASE INITIAL ALL CORREC	CTIONS, ERASURES, AND WHITE	-OUTS. *****					
ITEM NO.	DELIVERY LOCATION OFFER PRICE DISCOUNT OF ITEM (\$ PER GALLON) % PER D (CITY AND STATE) (See Clause L2.05-5)							

DFSC Form 2.18 (For IFBs)

Jan 93. Supersedes Oct 91 version.

F.O.B. DESTINATION OFFERS ONLY OSP-18

F.O.B			DATA	SHEET		SP0600-99-B-2002		
DESTINA	TION	FOR SDB PRICE EVALUATION ADJUSTMENT						
	To be completed by SDBs only							
	and in accordance with Clause I174.01.							
			(For Fed / C	iv Items Only)				
IMPORTAN'	T· All small disad	tvantaged husinesse	s that wish to be elia	ible for the ev	aluation preference or	the unrestricted portion		
IIVII OITTAIN					Failure to do so may			
		ne evaluation prefere		. With the bia.	Tandro to do oo may			
COMPANY		TO OTAIGAMOTT PROTOTO	11001	BASE REFE	RENCE DATE (SEE	CLAUSE B19 19):		
001/11 / 11 11	1 W 11 WIE.			D/ (OL IXL) L		lar 1999		
BIDDER CO	DDE:	CAGE CODE:		AUTHORIZE	D SIGNATURE:			
° Bid price	es should <u>exclude</u>	Federal excise and s	state motor fuels taxe	s. (See Claus	se I28.01, I28.02-2, ar	nd I28.03-2).		
° Do not <u>i</u>	<u>nclude</u> the Hazard	ous Substance Supe	erfund Tax (\$0.0023 p	per gallon) in y	our bid price. This ta	x expired on January 1, 1996.		
° Any gon	aral atatament au	ah aa "hid priga inglu	doe all tayon" will roo	ult in vour hid	haing raigated as non	rooponoivo		
Any gen	 Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive. 							
° Underst	and Clause B19.1	9 before preparing yo	our bid. This clause	describes how	award prices fluctuat	e during the contract period.		
		1 1 07			RES, AND WHITE-OU	T I		
	BID PRICE	DISCOUNT %:	NAME AND CO	•	POINT OF	NAME AND COMPLETE ADDRESS		
	(\$PER GAL)	% PER DAYS	ADDRESS OF TI		CONTACT	OF THE FILLING POINT		
ITEM NO.	(SEE CLause		MANUFACTURER		AND PHONE NO.	(if different from refinery)		
	` L2.05-5)					, , ,		

DFSC Form 2.16 (For Domestic IFBs) Mar 99. Supersedes Jan 93 version.

FOR SMALL ISADVANTAGED BUSINESSES ONLY

DATA SHE								
	FOR HUBZONE SMALL BUSINESS CONCERNS PRICE EVALUATION PREFERENCE To be completed by HUBZONE SMALL BUSINESS CONCERNS only							
		10 50	And in accorda			o only		
IMPORTAN						nce on the unrestricted portion		
		tation <u>must</u> pro the evaluation	vide the following informa	ition with	the offer. Failure to do s	so may render the offer		
COMPANY		the evaluation	preference.	DACE	DEFEDENCE DATE (OF	E CLAUSE D40 40);		
COMPANY	NAIVIE:			15 Mar 1	REFERENCE DATE (SEI	E CLAUSE B19.19):		
BIDDER CO	NDE:			CAGE				
BIDDLIK CO	DDL.			CAGE	JODE.			
Bid prices	should exclude	Federal excise	and state motor fuel taxe	s (See	Clause 128 01 128 02-2	and I28 03-2)		
Dia pricos	oriodia <u>oxolado</u>	r odorar oxoloo	and state motor rash taxe	. (0 00	010000 120.01, 120.02 2,	and 120.00 2).		
O DO NOT	INCLUDE the Ha	zardous Subst	tance Superfund Tax (\$.0	023 per g	gallon) in your bid price.	This tax expired on January 1, 1996.		
			·			,		
O Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.								
A Harlander I Olaren B40 40 Lefe menne der eine Hill Tille der ein levelle der eine Lefe eine Heide eine Heide der eine Heide eine								
 Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period. ***** PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. ***** 								
					,	1		
	BID PRICE	DISCOUNT	NAME AND COMPL		POINT OF	NAME AND COMPLETE		
ITEM NO.	(\$ PER GAL)	% PER DAYS	ADDRESS OF THE S		CONTACT	ADDRESS OF THE FILLING POINT		
HEWING.	(SEE CLAUSE	DATS	MANUFACTURER/REF	-IINEK I	AND PHONE NO.	(if different from refinery)		
L2.05-5)								

DESC Form 2.16C (For Domestic IFBs)
Mar 99.

FOR SMALL DISADVANTAGED BUSINESSES ONLY